

MEMORANDUM OF UNDERSTANDING
Between
The United States Department of the Interior
National Park Service
And the
Muir Beach Community Services District

This Memorandum of Understanding ("MOU") is entered into by and between the United States Department of the Interior ("DOI"), National Park Service ("NPS"), acting through the Superintendent of the Golden Gate National Recreation Area ("GGNRA") and the Muir Beach Community Services District ("MBCSD") located in Muir Beach, California acting through its District Manager, collectively, the "Parties".

ARTICLE I – BACKGROUND AND OBJECTIVES

This MOU clarifies the roles and responsibilities between the Parties in support for providing a new potable water service to NPS Tract 03-104 also known as the former Banducci Flower Farm ("property"). NPS purchased the 170 acre farm from Amadeo and Dino Banducci in 1980 and have subsequently issued various occupancy agreements to Amadeo Banducci and his family. Mr. Banducci has a Special Use Permit with NPS for the occupancy of three residences and is limited to up to eight named family members within the permitted premises. Continued occupancy is dependent on provision of safe potable water service.

Parties have diligently pursued developing a water service connection from MBCSD to the property ("service connection") for the provision of potable water service by MBCSD ("water service"). Design of the service connection was reviewed and informally approved by the previous District Manager and Community Board. It is both Parties understanding that the design of the service connection is acceptable and meets code requirements. Concerns center on who will bear the cost of the installation, future uses of the property, and continued use of the service when Mr. Banducci no longer occupies his home.

Pursuant to this MOU, NPS and MBCSD will each enter into support agreements with Mr. Banducci that will become exhibits to this MOU.

ARTICLE II – AUTHORITY

The authority for this MOU is 16 U.S.C. §§1-3.

ARTICLE III – STATEMENT OF WORK**A. NPS will:**

1. Submit designs and specifications for the water service connection to MBCSD for review and concurrence prior to installation. Completed.
2. Install approved new potable water service connection from the new MBCSD meter at the point of connection to the outlet of the three water tanks (see Attachment 1, Site Map)
3. Install and pay for the installation of the new potable water service connection except those amounts charged to Mr. Banducci by the MBCSD as a condition of receiving new potable water services for meter installation estimated to be \$6,500. Infrastructure installation costs associated with the new water service connection will not be transferred now or in the future to the current occupants.
4. When a Declaration of Water Shortage Emergency exists (see Attachment #4) and restricts Mr. Banducci from receiving potable water service from the new service connection, the NPS will initially clean and fill storage tanks using the MBCSD water and maintain water quality from the new meter at the MBCSD point of connection to the outlet of the tanks. Mr. Banducci has agreed through the SUP to maintain the system from the tank outlet to the tap. MBCSD will not be responsible for monitoring or directly controlling the tank system on the NPS tract during drought or normal conditions.
5. Credit Mr. Banducci's rent for the actual costs incurred through the MBCSD new services contract for meter installation estimated to be \$6,500, (not to exceed \$7,000) through the terms stipulated in Modification 2 to the SUP and the Capital Improvements Rent Offset (CIRO) provision in the SUP.
6. Provide potable water to Mr. Banducci from its water line at Muir Woods when a Declaration of Water Shortage Emergency exists. Water will be charged to Mr. Banducci at the Park Partner rate. Mr. Banducci will be required to provision a certified potable water tanker truck to move the water to the three tanks above his premises at his expense. MBCSD will not be responsible for enforcing NPS' condition that Mr. Banducci use potable water from Muir Woods in lieu of MBCSD potable water during times that MBCSD is required to reduce pumping of water from Redwood Creek watershed.
7. Acknowledge that the water service is designed and intended for residential use only; more specifically, for three units totaling six bedrooms currently housing eight persons.
8. Seek MBCSD approval for any new water uses other than residential.
9. Attach a photocopy of the fully executed Modification 2 to SUP as Attachment 2 to this MOU.

10. Adhere to the MBCSD's "Water Department Rates and Policies", Water Conservation Resolutions, and the requirements of the District's SWRCB Permit No. 21805 subject to Anti-Deficiency Act regulations.
11. Upon discontinuation of the Banducci residency, transfer water service to NPS as a customer per Article 4 of the "Water Department Rates and Policies".

B. MBCSD will:

1. Review and approve the water system designs and specifications. Completed.
2. Enter into a new water services agreement with Mr. Banducci that includes payment for the meter installation estimated at \$6,500, provisioning of water to the meter at the MBCSD's standard rates and conditions of service which may be updated from time to time.
3. Acknowledge that the meter is a permanent installation consistent with its practice of providing service to the properties it serves and NPS would be a successor to the service after Mr. Banducci vacates the property consistent with the terms, conditions, and regulations stated in A.7, A.8, A.10, and A.11 above.
4. Install meter and provide water upon the request by NPS.
5. Attach an executed photocopy of the new water service agreement with Mr. Banducci as Attachment 3 to this MOU.

C. MBCSD and NPS will:

1. Continue to work cooperatively for the safe delivery of potable water to the property.
2. Meet and confer upon request by either Party.
3. Provide timely notifications of service changes or scheduled interruptions.
4. Agree that neither Party will modify the installation or delivery system unless such action is taken in direct cooperation between Parties.

ARTICLE IV – TERM OF AGREEMENT

This MOU will be effective from the date of execution by signature of an authorized representative of NPS, unless it is terminated earlier pursuant to Article VI of this MOU.

ARTICLE V – KEY OFFICIALS AND NOTICES

Signatory Officials & Notices. All notices, demand, consents or approvals which are or may be required to be given by either party to the other under this MOU shall be in writing and shall be deemed to have been fully given when delivered in person to such representatives of MBCSD and NPS, as shall from time to time be designated by the parties for the receipt of notices, or when deposited in the United States mail, postage prepaid, and addressed.

If to Muir Beach Community Services District:

District Manager
19 Seacape Drive,
Muir Beach, CA 94965

And if to NPS/GGNRA to:

General Superintendent
Golden Gate National Recreation Area
Fort Mason, Building 201
San Francisco, CA 94123

or such other address with respect to either party as that party may from time to time designate by notice to the other given pursuant to this Article V of the MOU.

ARTICLE VI – MODIFICATION

A. This MOU may be modified only by a written instrument executed by the parties.

ARTICLE VIII - GENERAL AND SPECIAL PROVISIONS

A. **Non-Discrimination.** All activities pursuant to this MOU shall be in compliance with the requirements of Executive Order 11246, as amended; Title VI of the Civil Rights Act of 1964, as amended, (78 Stat. 252; 42 U.S.C. §§2000d et seq.); Title V, Section 504 of the Rehabilitation Act of 1973, as amended, (87 Stat. 394; 29 U.S.C. §794); the Age Discrimination Act of 1975 (89 Stat. 728; 42 U.S.C. §§6101 et seq.); and with all other federal laws and regulations prohibiting discrimination on grounds of race, color, sexual orientation, national origin, disabilities, religion, age, or sex.

B. Availability of Appropriations

1) **Anti-Deficiency Act:** Nothing herein contained shall be construed as binding NPS to expend, in any one fiscal year, any sum in excess of appropriation made by Congress for that

fiscal year in furtherance of the subject matter of this Permit or to involve the NPS in any contract or other obligation for the future expenditure of money in excess of such appropriations.

2) The NPS's liability under this agreement may not exceed appropriations available for such payment and nothing contained in this agreement may be considered as implying that Congress will at a later date appropriate funds sufficient to meet deficiencies. The provisions of this clause are without prejudice to any rights that NPS may have to make a claim, under applicable laws, for any other damages than provided herein.

ARTICLE IX – SIGNATURES


IN WITNESS WHEREOF, the NPS and MBCSD execute this MOU to be effective on the day after the last party signs.

FOR THE NATIONAL PARK SERVICE:

Signature: 
Christine Lehnertz
General Superintendent

Date: 06/16/16

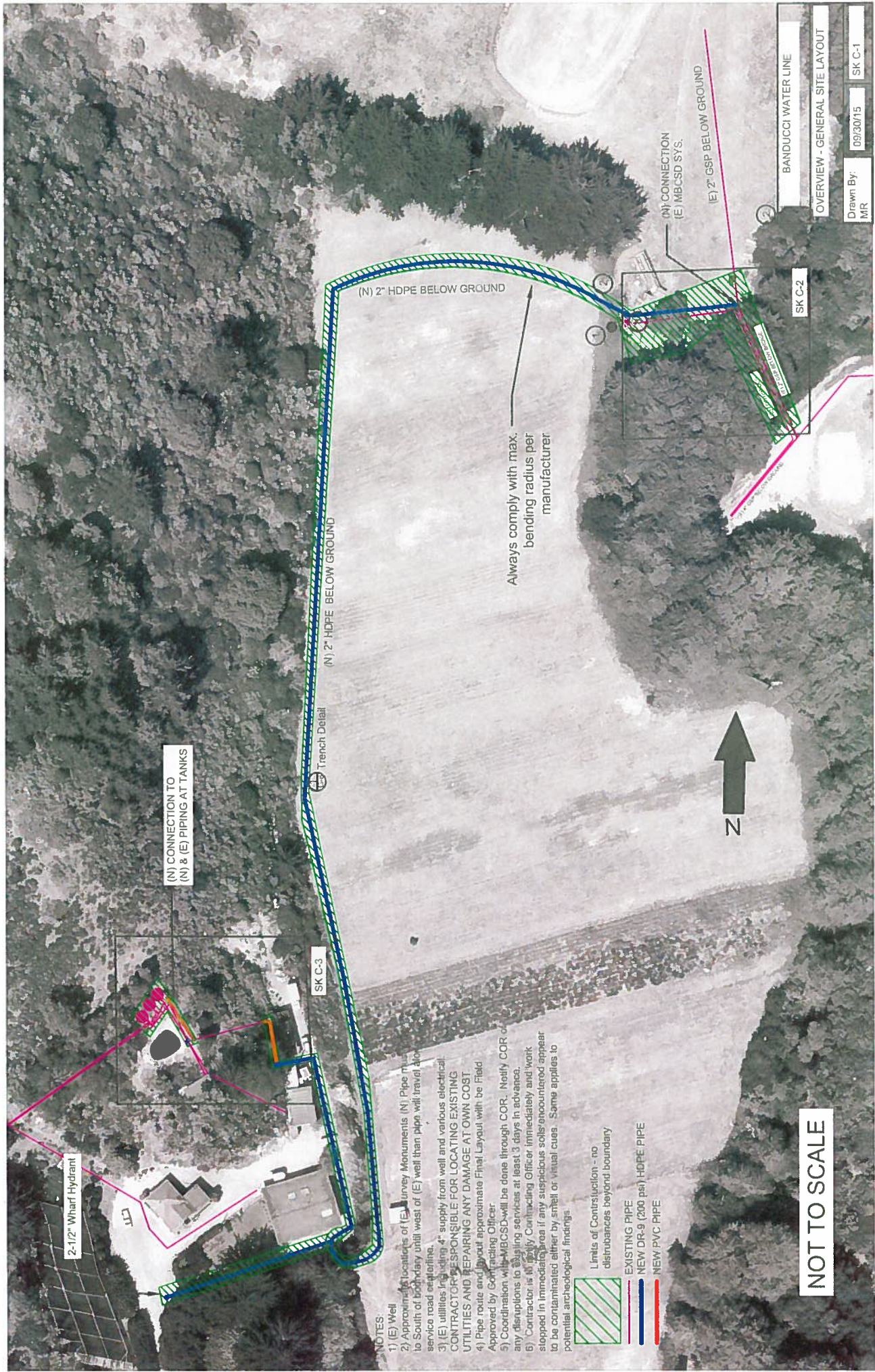
FOR THE MUIR BEACH COMMUNITY SERVICES DISTRICT:

Signature: 
Bill Hansell
District Manager

Date: 6/8/16

Attachment #1 Site Map

[insert image]



NOTES:

- 1) (E) Well
- 2) Approximate locations of (E) Survey Monuments (N) Pipe must be to South of boundary until west of (E) well then pipe will travel along service road centerline.
- 3) (E) utilities including 4" supply from well and various electrical. CONTRACTOR RESPONSIBLE FOR LOCATING EXISTING UTILITIES AND REPAIRING ANY DAMAGE AT OWN COST.
- 4) Pipe route and layout approximate Final Layout will be Field Approved by Contracting Officer.
- 5) Coordination with MBCSD will be done through COR. Notify COR of any disruptions to supplying services at least 3 days in advance.
- 6) Contractor is to notify Contracting Officer immediately and work stopped in immediate area if any suspicious soils encountered appear to be contaminated either by smell or visual cues. Same applies to potential archeological findings.

Limits of Construction - no disturbances beyond boundary

EXISTING PIPE
NEW DR-9 (200 psi) HDPE PIPE
NEW PVC PIPE

NOT TO SCALE

Always comply with max. bending radius per manufacturer



Drawn By: MR
09/30/15
SK C-1

OVERVIEW - GENERAL SITE LAYOUT

BANDUCCI WATER LINE

SK C-2

(N) 2" HDPE BELOW GROUND

(N) 2" HDPE BELOW GROUND

(N) CONNECTION
(E) MBCSD S.Y.S.

(E) 2" GSP BELOW GROUND

(N) CONNECTION TO
(N) & (E) PIPING AT TANKS

Trench Detail

SK C-3

2-1/2" Wharf Hydrant

Attachment #2
Mod 2 to SUP [attach]



United States Department of the Interior
NATIONAL PARK SERVICE
Golden Gate National Recreation Area
Fort Mason Building 201
San Francisco, California 94123

In reply, reference:
L30 (GOGA-BMD)

June 9, 2016

Mr. Amadeo Banducci
1820 Shoreline Highway
Muir Beach, CA 94965

Modification No. 2 to NPS SUP #8142-15-0535

Dear Mr. Banducci:

The National Park Service (NPS), Golden Gate National Recreation Area (GGNRA) is writing to modify your NPS Special Use Permit #8142-15-0535 (Permit) for occupancy of your NPS Permitted Premises within a portion of Tract 03-104, Frank Valley, Muir Beach, California. Please sign below and return an original of this Permit Modification No.2 by mail at your earliest convenience to Katharine Arrow, NPS Building 201 Fort Mason, San Francisco, CA 94123.

The Permit is modified as follows:

Section 5. Fair Market Rents and Occupancy

The July 1, 2016 date for removal of the small bunkhouse is hereby changed to October 1, 2016.

Section 6. Potable Water System:

Add language after first sentence of first paragraph- After completion of the NPS-installed water service and hook up to the active water meter provided by the Muir Beach Community Services District (MBCSD), Permittee will be responsible for the repair and maintenance of the water distribution system from the point where the new service (vicinity of where the existing tank outlet is located) enters the Premises to existing distribution system to and through the residential units. Due to this added responsibility, the rent offset will continue and be adjusted from a 30% rent offset to a 20% rent offset as long as the Permittee remains responsible for this portion of the utilities distribution system.

Replace handwritten paragraph with: Should the potable water service be suspended as a result of a Declaration of Water Shortage Emergency (DWSE) by the MBCSD or other agency, or through other loss of service, the 30% rent offset percentage will be reestablished during the shut off period.

Add language after second handwritten paragraph-

Consistent with the planned installation by NPS as further described in Section 8. NPS Improvements, Maintenance and Repairs, Permittee agrees to enter into a standard new water meter connection and service agreement with the Muir Beach Community Services District (MBCSD) upon the execution of the Memorandum of Understanding between NPS and MBCSD for Water Services to Tract 03-104. Permittee will pay the service fees charged by the MBCSD estimated at \$6,500 (not to exceed \$7,000).

NPS approves the water meter connection and service fee (up to \$7,000) as qualifying as a Capital Improvement Rent Offset project. CIRO credits will go into effect starting the first of the month after the new service is activated and fully operational.

The CIRO rent offset percentage will be changed from 75% to 100% for the above water meter connection costs. All other CIRO projects will be subject to the 75% maximum monthly rent offset.

Monthly rent as of June 2016 is \$3,112 per month, a 20% rent offset would reduce the rent by \$622 for a revised monthly rent of \$2,490.

Section 8. NPS Improvements, Maintenance and Repairs, replace paragraph starting with, "During periods of drought..."

During periods of drought or low creek flows, Muir Beach Community Services District (MBCSD) will notify NPS that water is not available for the Premises. At that time, NPS will be allowed to fill the tanks and will shut off the valve to the meter. Permittee will hire a qualified potable water tank truck operator and will be allowed to fill the three water tanks above the Premises from NPS Muir Woods water, sufficient for the needs of the Approved Occupants. Reasonable water conservation practices will be implemented and maintained by the Permittee consistent with MBCSD Resolution 2014-8-28. Permittee will pay for all water usage, delivery costs, and quality/safety inspections and testing as required by law.

During a DWSE period, Permittee will be responsible for water quality until water service is re-established post drought conditions and NPS verify potable water supply quality through flushing and sampling of the service connection. Water purchases must conform to NPS Director's Order RM83A1-- Drinking Water Standards and if purchased directly by Permittee, Permittee will provide NPS with a copy of the receipt from the qualified water hauling company. Water delivery must be coordinated with NPS Maintenance Division at (415) 289-3103 for tank access and testing. Permittee will give NPS Maintenance Division five (5) business days' notice of the scheduled delivery date and time.

For clarification purposes, a DWSE period may be limited to requiring Permittee to comply with Resolution 2014-8-28 which lists a prohibition of Non-Essential Uses of Water or may include a restriction on drawing water from the MBCSD wells until authorized to resume water service and is attached as Exhibit 1 to Mod 2. A separate agreement, titled: MEMORANDUM OF UNDERSTANDING Between The United States Department of the Interior National Park Service And the Muir Beach Community Services District MOU #8142-16-0526, establishes further criteria for water management to the Premises and is attached without its exhibits as Exhibit 2 to Mod 2.

The undersigned hereby accepts this Modification #2 to Special Use Permit #8142-15-0535 subject to the terms, covenants, obligations, and reservations, expressed or implied herein.

PERMITTEE:


Amadeo Banducci


Date

NATIONAL PARK SERVICE/GGNRA:


Christine Lehnertz, General Superintendent


Date

EXHIBIT 1 to Mod 2

*Note - See Attachment 4 to this MOU
- Resolution 2014-8-28*

EXHIBIT 2 to Mod 2

*Note: This exhibit to the Mod 2 is
the full MOU agreement set.*

Attachment #3

**MBCSD “Water Department Rates and Policies” as water service agreement with Mr. Banducci
[attach]**

MUIR BEACH COMMUNITY SERVICES DISTRICT

19 Seacape Drive, Muir Beach, CA 94965 415-388-7804 www.muirbeachcsd.com

Water Department Rates and Policies - Updated June 21, 2016

1) Current Rates for Water Service (billed Bi-Monthly)

<u>Tier</u>	<u>Gallons</u>	<u>Charge</u>
One	0 to 4,500	\$49.92 flat charge
Two	4,500 to 10,000	\$0.92 per 100 gallons used, plus charge from prior tier
Three	10,000 to 30,000	\$1.29 per 100 gallons used, plus charge from prior tier
Four	30,000+	\$1.62 per 100 gallons used, plus charge from prior tier

Meter readings are in cubic feet; there are 7.48 gallons per cubic foot.

Note that once a meter is installed, the minimum flat charge will be billed whether any water is used or not, or whether any plumbing appertunances are connected on the customer's side of the meter.

Built into the water rates is a 25% surcharge for Water System Capital Improvements. Revenues collected from water usage billings are used to fund current operation expenses. The 25% fee is set aside to fund water system capital improvements. Please also see the additional Annual Fee in Item Number 7 below.

2) Water Billing Policies and Procedures

Water meters are read on the 16th day of every other month; bills are sent out to arrive around the 1st of the next month. Payment is due on receipt, and no later than the 16th day of the following month. Customers may choose to receive their monthly statements via regular U.S. mail or via email. Email is encouraged to help reduce postage and other costs.

Credit or Debit Cards are preferred for payment. Please contact accounts@muirbeachcsd.com to confirm details for electronic payment.

Payment in the form of checks made payable to Muir Beach Community Services District or MBCSD may be dropped off at the Water mailbox at the right end of mailbox row on Highway 1 opposite the Pelican Inn. Checks can also be mailed to MBCSD, 19 Seacape Drive, Muir Beach, CA 94965.

Delinquent accounts are subject to a \$25 fee, and notice of termination of water service per the following schedule:

16th Day of Month A: Meter reading and charge date.

16th Day of Month B: Late date for month A billing. 15-day notice of past due amounts sent if balance from Month A have not been paid.

1st Day of Month C: 48-hour termination notice sent out and **\$25 charge assessed**.

The District Manager has the final decision as to when fees may be waived and when service may be terminated by placing a lock on the meter.

Customers are required to notify the District at least ten days in advance of a requested service termination, (usually due to moving out.) Customers are responsible for all water service charges until 5pm on the requested termination date.

MUIR BEACH COMMUNITY SERVICES DISTRICT

19 Seacape Drive, Muir Beach, CA 94965 415-388-7804 www.muirbeachcsd.com

Water Department Rates and Policies - Updated June 21, 2016

3) Leak Relief Policy

On occasion, a leak in the water distribution pipe carrying water to the customer residence on their side of the meter may occur. The Water Manager will notify the customer of a possible leak if current water usage exceeds the previous two months' by 250%.

If a customer suspects a leak has occurred, they must contact the Water Manager immediately, who will verify the leak. While the District Water Manager may assist or facilitate in effecting the repair, all leaks on the customer's side of the water meter are the customer's responsibility. Once the leak has been verified and repaired, the customer can apply to the Water Billing Dept. for leak relief as follows:

Property owner will pay the average of the previous 12 months water bills, or the average of all the water bills in the case of an account in service of less than 12 months, including the Capital Improvements surcharge.

For a \$45 fee, the Water Billing Dept. will calculate the leak relief amount. There is no limit to the number of times relief can be sought but relief will only be granted after the leak has been verified as having been repaired.

Water leak or excessive use must not have occurred as a result of a willful or negligent act on the part of the customer. Leaky faucets, toilets, hot water heaters, sprinkler malfunctions, hoses left unattended or other leaks and malfunctions in appliances are not eligible for leak relief. The policy is intended to provide relief for leaks that occur in buried pipes from the meter to the house only.

Final decision as to applicability of the Leak Relief policy rests with the District Manager.

4) Initiating Water Service

Customers requesting water service for an existing meter should contact the Water Billing Dept. by email at accounts@muirbeachcsd.com or by calling 415-388-7804. Complete name, address, phone numbers, emergency contact, and payment information is required.

A \$45 fee is assessed to a new owner or landlord, in the case of a new tenant, in order to transfer service.

MUIR BEACH COMMUNITY SERVICES DISTRICT

19 Seacape Drive, Muir Beach, CA 94965 415-388-7804 www.muirbeachcsd.com

Water Department Rates and Policies - Updated June 21, 2016

5) New Water Connection

Customers may apply to the District for a new water service connection with a CSD installed meter. New connections consist of a \$6500 hookup fee, plus all installation costs. Depending on the distance and location of the new connection to existing service lines, these costs may run anywhere from \$5,000 to \$10,000 due to street and other excavation. All costs of installing water lines on the customer's side of the water meter to any house or structure are solely the responsibility of the customer, and are subject to all Marin County building codes and permits.

6) Second Units

A residential second unit is defined by Marin County as a permanent residence that is accessory to a primary residence on the same site. A second unit typically has a separate entrance, separate bathroom, and separate food preparation facilities (which include a stove, refrigerator, and sink) intended for the use of the occupants.

Owners of second units are strongly encouraged to install a separate meter and service connection to the second unit, (at their expense) but this is not required. The CSD Board is currently in the process of formulating a second unit policy, with specific respect to any new hookup or entitlement fees.

7) Annual Fee for Capital Improvements

A fee reserved for capital improvements to the Muir Beach water system is assessed in the amount of \$300 per year per residential service (installment plans are available upon request to the Water Billing Dept.) and \$3,250 per year per commercial service.

8) Water Conservation

As the district's water supply is limited, water conservation measures are encouraged throughout the year. A general guideline is no more than 80 gallons of water per day per occupant.

In conformance with the District's Water Rights permit, we are required to monitor the levels in Redwood Creek, and during conditions when the creek is not continuously flowing, Muir Beach is required to go on Water Conservation Alert and curtail our use of water. During times of noticed conservation, there are severe financial penalties for any residential customer who exceeds 2,000 cubic feet of water in a month (approximately 15,000 gallons.)

9) Grandfathered Exemptions

The District recognizes that in certain cases agreements were made in the past that may be contrary to the policies stated above. Upon application to the CSD Board, grandfathered exemptions may be approved and recorded in the Water Billing System for future reference.

Attachment #4
MBCSD Resolution No. 2014-8-28 Prohibiting Non-Essential Uses of Water

RESOLUTION No. 2014-8-28

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE MUIR BEACH COMMUNITY SERVICES DISTRICT PROHIBITING NON-ESSENTIAL USES OF WATER

The Board of Directors of the Muir Beach Community Services District does resolve as follows:

Section 1 Purpose

This program is intended to comply with the State Water Resources Control Board's adoption of California Code of Regulations Title 23, Section 863, 864 and 865 which require urban water suppliers to implement certain drought emergency water conservation measures. The purpose of this resolution is (1) to conserve the water supply of the Muir Beach Community Services District ("District") for the greatest public benefit with particular regard to the environment, public health, fire protection and domestic use, (2) to conserve water by reducing waste, and (3) to the extent necessary by reason of drought and an existing water shortage emergency condition to reduce water use fairly and equitably. This resolution is adopted pursuant to the California Water Code Section 350 through and including Section 358, and Section 31026 through and including Section 31029.

Section 2 Declaration of Water Shortage Emergency

The Board of Directors finds and declares that due to drought conditions within the District, a water shortage emergency exists within the District.

Section 3 Prohibition of Non-Essential Uses of Water

No water furnished by the District shall be used for any purpose declared to be non-essential by the Board of Directors. The following is a list of non-essential uses and restrictions:

1. **No Waste in General.** The application of landscape irrigation water in any wasteful manner, such that areas become saturated or cause water to run off onto adjacent streets or other areas.
2. **No Watering During Peak Daytime Hours.** The application of landscape irrigation water between the hours of 11 a.m. and 7 p.m., being the time of greatest evaporation of irrigation water.
3. **Watering Limited to Two Times per Week.** The application of landscape irrigation water more frequently than two times per week. Permitted time periods shall be from 7 p.m. Tuesday evenings through 11 a.m. Wednesday mornings, and 7 p.m. Friday evenings through 11 a.m. Saturday mornings.
4. **Watering of Lawns Limited to One Time per Week.** The application of landscape irrigation water to any area that includes a lawn, residential or commercial, more frequently than one time per week. Permitted time periods shall be from 7 p.m. Tuesday evenings through 11 a.m. Wednesday mornings.
5. **Hoses Must Have Shut-off Nozzles.** The use of a garden hose without a shut-off nozzle at the discharge end of the hose.

6. **No Use of Water to Wash Surfaces.** The washing of sidewalks, driveways, parking areas or any other exterior hard surfaces with potable water.
7. **No Filling of Pools.** The filling or refilling of any swimming pool by more than 5% of its capacity within any 90-day period.

Section 4 Violations

If and when the District becomes aware of any violation of this resolution, a warning shall be issued. The warning shall specify the nature of the violation, how it may be corrected and a timeframe for correction, either to be immediate or within a specified time as determined by the District Manager. If the violation is continued or repeated, the District shall assess a \$100 fee to account for the District's costs of dealing with the violation and may also forthwith disconnect water service to the property where the violation has occurred. Upon receipt of assurances that the violations will not continue or be repeated, the District may restore water service to the property. Should the violation be thereafter repeated, the District shall assess a fee of \$400 and may install a device which will restrict the flow of water to the property in question. Should violations continue even with flow restricted, the District may forthwith disconnect water service to the property for an indefinite period.

Section 5 Effective Period

This resolution shall be effective on the date of its adoption. The restrictions contained in this resolution may be partially or fully lifted as conditions change, as determined by the District Manager and with notice provided by the District.

PASSED AND ADOPTED this 28th day of August, 2014 by the following vote of the Board of Directors.

Ayes: Scott Bender, Paul Jeschke, Peter Lambert, Gerry Pearlman, Steve Shaffer

Noes: None

Absent: None

/s/ Steven Shaffer
Steven Shaffer, Board President

Attest:

/s/ Leighton Hills
Leighton Hills, District Manager

Attachment #5
SWRCB Permit for Diversion and Use of Water: Permit No. 21085

3. Purpose of use	4. Place of use	Section (Projected)*	Township	Range	Base and Meridian	Acres
Domestic	NW¼ of NW¼	07*	1S	6W	MD	
	SW¼ of NW¼	07*	1S	6W	MD	
	NE¼ of NE¼	12*	1S	7W	MD	
	SE¼ of NE¼	12*	1S	7W	MD	

The place of use is shown on map on file with the SWRCB.

5. The water appropriated shall be limited to the quantity which can be beneficially used and shall not exceed 0.07 cubic feet per second to be diverted from January 1 to December 31 of each year. The maximum amount diverted under this permit shall not exceed 50.6 acre-feet per year. The maximum rate of direct diversion shall not exceed 0.07 cubic feet per second based on a 30-day average.
(0000005A)
6. Complete application of the water to the authorized use shall be made by December 31, 2011.
(0000009)
7. Permittee shall install a device, satisfactory to the Chief of the Division of Water Rights, which is capable of measuring the bypass flows required by the conditions of this permit. Said measuring device shall be properly maintained.
(0060062b)
8. Permittee shall install and maintain devices satisfactory to the Chief of the Division of Water Rights to measure the instantaneous rate of diversion diverted under this permit in cubic feet per second, the daily quantity of water diverted under this permit in gallons per day. A record of such measurements shall be maintained by the permittee, and made available to interested parties upon reasonable request. A copy of the records shall be submitted to the State Water Resources Control Board with the annual "Progress Report by Permittee".

Permittee shall allow the National Park Service or a designated representative, reasonable access to measuring devices for the purpose of verifying measurement readings.
(000000R)

9. The Muir Beach Community Services District (District) shall prepare an Adaptive Management Plan (Plan), acceptable to the Chief of the Division of Water Rights (Division), that will govern the District's diversion of water from Redwood Creek.

The objective of the Plan is to provide the District with a dependable water supply for municipal use while preserving instream flows necessary to protect threatened and endangered fisheries and other public trust resources in Redwood Creek. The Plan shall be submitted to the Division within six months of the issuance of this permit, or a date that is agreeable to the Technical Advisory Committee and acceptable to the Division. The Plan shall describe specific activities to be completed by the District and the time schedule for implementing those activities. Following approval of the Plan by the Division, the District shall implement the measures included in the Plan, in accordance with the defined time schedule.

To assist in the development of the Plan, the District shall immediately establish a Technical Advisory Committee (TAC) consisting of representatives from the District, the National Park Service (NPS), the California Department of Fish and Game (DFG), the California Department of Parks and Recreation (DPR). Within one month of the issuance of this permit, the TAC shall develop a workplan for the Plan that describes the specific activities to be completed and the time schedule for completing each activity. Until the TAC adopts such a workplan, the draft workplan enclosed in the Division's letter dated May 23, 2000 (interim workplan), shall govern the TAC. The final workplan shall be similar in scope to the interim workplan.

The Plan shall include, at a minimum, the following components:

A) A Water Conservation Plan A water conservation plan shall be developed by the District taking into consideration the flow and the condition of the fishery resources in Redwood Creek and the minimum instream flows (i.e., flow "thresholds") that will trigger appropriate water conservation measures by the District. The water conservation plan shall include the following elements:

1. Tiered rate structures;
2. Leak detection and repair programs;
3. Public information programs;
4. Low flow facilities;
5. Seasonal limitations on flushing water lines;
6. Seasonal limitations on outside irrigation;
7. Inspection/enforcement provision;
8. Plan review and update frequency;
9. Implementation of best management practices;
10. Restrictive "stepped" conservation measures.

B) A Streamflow Monitoring Program The Plan shall propose a streamflow monitoring program to be implemented by the District. The Plan shall describe the type of gage/s, the location of the gage/s, the frequency of streamflow measurements and the method to record and distribute data. In conjunction with this activity, the TAC shall investigate alternative sources of funds and/or determine whether other agencies want to participate in a streamflow monitoring program of Redwood Creek.

C) A Pumping Schedule The Plan shall establish a pumping schedule that will define the maximum allowable rate of diversion on a yearly, seasonal, daily and hourly basis.

D) A Reporting Schedule The Plan shall establish requirements for reporting and distributing of data, to include streamflow data, rates of diversion, water use and water conservation measures implemented by the District.

E) A Plan for Revising/Updating the Plan The Plan shall include a component that establishes procedures for periodic review, evaluation, and revision/updating of the Plan.

(0410500)

10. Within six months of the issuance of this permit, the District shall submit a feasibility study report to the Chief of the Division of Water Rights that evaluates other alternative sources of water that may be available to the District, including the relocation of the District's well to a downstream location, importation of water from the Marin Municipal Water District, desalination, and reclamation (i.e., gray water and reuse systems). The District shall solicit comments and recommendations from the TAC and shall submit a draft copy of the feasibility study report to the TAC for review and comment. The District shall continue to investigate feasible, cost-effective alternative sources of water identified in the feasibility study report, to the extent possible, to reduce the impact of diversions on the public trust resources in Redwood Creek.

(0260300)

11. Within six months of the issuance of this permit, the District shall submit a report to the Chief of the Division of Water Rights that evaluates the feasibility of constructing additional off-stream water storage facilities with capacities of up to one million gallons. The District shall solicit comments and recommendations from the TAC and shall submit a draft copy of the report to the TAC for review and comment. As soon as practical, the District shall construct additional feasible, cost-effective, off-stream storage facilities.

(0490300)

12. Until the Division approves the District's Adaptive Management Plan, the District shall comply with the following interim measures, in order to protect the public trust resources of Redwood Creek:

During May through November or when streamflow as measured at the Highway 1 Bridge is less than 0.5 cubic feet per second (cfs), but greater than 0.3 cfs, the District shall limit diversions to a maximum of 45,000 gallons per day (gpd) and shall limit diversions to the time period between 8 p.m. and 8 a.m.

When streamflow as measured at the Highway 1 Bridge is equal to or less than 0.3 cfs, the District shall (1) limit diversions to a maximum of 40,000 gpd, (2) limit diversions from 8 p.m. to 8 a.m. and (3) not allow use of water for irrigation or other outside use, except for fire protection or other municipal uses of water that are necessary for public health and safety.

During the interim period of operation, the District shall review the adequacy of these interim measures with the TAC. The TAC shall evaluate whether these measures are necessary and/or whether additional measures are needed during the interim period of operation in order to protect public trust resources. The interim measures described above can be modified, provided the proposed modifications to the interim measures are acceptable to all members of the TAC and the Chief of the Division of Water Rights.

Following approval of the Adaptive Management Plan by the Division, the District shall comply with the terms described in that Plan.

(0400500)

ALL PERMITS ISSUED BY THE STATE WATER RESOURCES CONTROL BOARD ARE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

- A. Permittee shall maintain records of the amount of water diverted and used to enable SWRCB to determine the amount of water that has been applied to beneficial use pursuant to Water Code section 1605.
- B. The amount authorized for appropriation may be reduced in the license if investigation warrants.
- C. Progress reports shall be submitted promptly by permittee when requested by the SWRCB until a license is issued.
- D. Permittee shall allow representatives of the SWRCB and other parties, as may be authorized from time to time by said SWRCB, reasonable access to project works to determine compliance with the terms of this permit.

- E. Pursuant to California Water Code sections 100 and 275, and the common law public trust doctrine, all rights and privileges under this permit and under any license issued pursuant thereto, including method of diversion, method of use, and quantity of water diverted, are subject to the continuing authority of SWRCB in accordance with law and in the interest of the public welfare to protect public trust uses and to prevent waste, unreasonable use, unreasonable method of use, or unreasonable method of diversion of said water.

The continuing authority of the SWRCB may be exercised by imposing specific requirements over and above those contained in this permit with a view to eliminating waste of water and to meeting the reasonable water requirements of permittee without unreasonable draft on the source. Permittee may be required to implement a water conservation plan, features of which may include but not necessarily be limited to (1) reusing or reclaiming the water allocated; (2) using water reclaimed by another entity instead of all or part of the water allocated; (3) restricting diversions so as to eliminate agricultural tailwater or to reduce return flow; (4) suppressing evaporation losses from water surfaces; (5) controlling phreatophytic growth; and (6) installing, maintaining, and operating efficient water measuring devices to assure compliance with the quantity limitations of this permit and to determine accurately water use as against reasonable water requirements for the authorized project. No action will be taken pursuant to this paragraph unless the SWRCB determines, after notice to affected parties and opportunity for hearing, that such specific requirements are physically and financially feasible and are appropriate to the particular situation.

The continuing authority of the SWRCB also may be exercised by imposing further limitations on the diversion and use of water by the permittee in order to protect public trust uses. No action will be taken pursuant to this paragraph unless the SWRCB determines, after notice to affected parties and opportunity for hearing, that such action is consistent with California Constitution Article X, Section 2; is consistent with the public interest; and is necessary to preserve or restore the uses protected by the public trust.

- F. The quantity of water diverted under this permit and under any license issued pursuant thereto is subject to modification by the SWRCB if, after notice to the permittee and an opportunity for hearing, the SWRCB finds that such modification is necessary to meet water quality objectives in water quality control plans which have been or hereafter may be established or modified pursuant to Division 7 of the Water Code. No action will be taken pursuant to this paragraph unless the SWRCB finds that (1) adequate waste discharge requirements have been prescribed and are in effect with respect to all waste discharges which have any substantial effect upon water quality in the area involved, and (2) the water quality objectives cannot be achieved solely through the control of waste discharges.

- G. This permit does not authorize any act which results in the taking of a threatened or endangered species or any act which is now prohibited, or becomes prohibited in the future, under either the California Endangered Species Act (Fish and Game Code sections 2050 to 2097) or the federal Endangered Species Act (16 U.S.C.A. sections 1531 to 1544). If a "take" will result from any act authorized under this water right, the permittee shall obtain authorization for an incidental take prior to construction or operation of the project. Permittee shall be responsible for meeting all requirements of the applicable Endangered Species Act for the project authorized under this permit.

This permit is issued and permittee takes it subject to the following provisions of the Water Code:

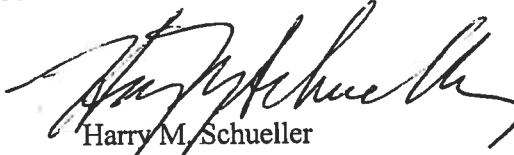
Section 1390. A permit shall be effective for such time as the water actually appropriated under it is used for a useful and beneficial purpose in conformity with this division (of the Water Code), but no longer.

Section 1391. Every permit shall include the enumeration of conditions therein which in substance shall include all of the provisions of this article and the statement that any appropriator of water to whom a permit is issued takes it subject to the conditions therein expressed.

Section 1392. Every permittee, if he accepts a permit, does so under the conditions precedent that no value whatsoever in excess of the actual amount paid to the State therefor shall at any time be assigned to or claimed for any permit granted or issued under the provisions of this division (of the Water Code), or for any rights granted or acquired under the provisions of this division (of the Water Code), in respect to the regulation by any competent public authority of the services or the price of the services to be rendered by any permittee or by the holder of any rights granted or acquired under the provisions of this division (of the Water Code) or in respect to any valuation for purposes of sale to or purchase, whether through condemnation proceedings or otherwise, by the State or any city, city and county, municipal water district, irrigation district, lighting district, or any political subdivision of the State, of the rights and property of any permittee, or the possessor of any rights granted, issued, or acquired under the provisions of this division (of the Water Code).

Dated: JAN 19 2001

STATE WATER RESOURCES CONTROL BOARD



Harry M. Schueller
Division Chief